

## COMPLETE RELEASE AND INDEMNITY AGREEMENT

July \_\_\_, 2014

FOR CONSIDERATION OF Six Hundred Fifty Thousand Dollars (\$650,000.00), the receipt whereof is hereby acknowledged, We, Timothy Chambers and Patricia Chambers, individually and as Administrators of the Estate of Taylor Chambers, Patrick Chambers and Kyle Chambers, our respective agents, attorneys, heirs, successors, assigns, and any person or parties subrogated to our rights and any persons or parties having any rights of representation through us, (hereinafter collectively referred to as "Releasors"), hereby remise, release and forever discharge the State of New Mexico, the New Mexico Department of Transportation, the New Mexico Department of Public Safety and the New Mexico State Police Department, their principals, officers, agents, servants, employees, attorneys, insurers, heirs, assigns, indemnitees, divisions, departments and predecessors, successor, parent, affiliated and/or subsidiary corporations, (hereinafter collectively referred to as "Releasees"), of and from all claims, debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all liabilities whatsoever of every name and nature both in LAW and EQUITY, both known and unknown, which against the said Releasees, We, Releasors, now have or ever had from the beginning of the world to this date which relate to or arise out of an accident which occurred on or about February 6, 2011, on US Highway 64/87 in Union County, New Mexico ("accident") including all matters which relate to or arise out of the death of Taylor Chambers and the personal injury of Patrick Chambers ("death and personal injury") and all claims which were raised in, or could have been raised in the lawsuits captioned *Timothy F. Chambers and Patricia Chambers, as Administrators of the Estate of Taylor Chambers, Patrick Chambers, and Kyle Chambers, Plaintiffs, v. New Mexico State Police Department and New Mexico Department of Transportation, Defendants, State of New Mexico, County of Santa Fe, First Judicial District Case No. D-101-CV-2012-03271, and Timothy F. Chambers and Patricia*

*Chambers, as Administrators of the Estate of Taylor Chambers, Patrick Chambers, and Kyle Chambers, Plaintiffs, v. New Mexico State Police Department and New Mexico Department of Transportation, Defendants, State of New Mexico, County of Rio Arriba, First Judicial District*  
Case No. D-117-CV-2012-00200 (collectively referred to herein as “litigation”).

Releasors further agree, promise, and stipulate to pay and/or satisfy any and all of Releasors’ past, present or future expenses, costs and fees, including but not limited to attorneys’ fees, costs, medical, and non-medical expenses in any way related to or arising out of the aforesaid “litigation,” “accident,” “death and personal injury.”

Releasors further represent and certify that they are not now nor have been confined to a hospital within the last fifteen (15) days (as of the date of executing this Release), and that they have not been under the regular care of a legally licensed physician for injuries arising out of the aforesaid incident within the last fifteen (15) days (as of the date of executing this Release) pursuant to NMSA 1978, §41-1-1.

Releasors further understand and agree that this settlement is the compromise of doubtful and disputed claims, and that the payment made to them hereunder is not an admission of liability on the part of the parties hereby released, by whom liability is expressly denied.

Releasors agree to defend, indemnify and hold harmless the Releasees for any and all claims, demands, liabilities, obligations, causes of action and liens, made against or incurred by the Releasees, relating to or arising out of the above-referenced “litigation,” “accident,” “death and personal injury,” including those: 1) made by Releasors or by any person or entity whose rights are subrogated to those of Releasors, any person who claims any rights of reimbursement or representation through them, or whose rights are derivative of Releasors’ claims; 2) made by Medicare, Medicaid or by any health care provider for medical care and treatment provided to Releasors or to Taylor Chambers; 3) made for reimbursement, loss of consortium, indemnification

and subrogation. Releasors represent that there are no medical liens which relate to the above-referenced "litigation," "accident," "death and personal injury". It is the intent of the Releasors to completely and fully terminate any exposure or liability, claimed by or through Releasors, on the part of Releasees, and this indemnity clause shall be so construed.

The parties and their attorneys, employees, and assigns agree that this Complete Release And Indemnity Agreement and all related documents and correspondence and the monetary consideration received by the Releasors in exchange for this Complete Release And Indemnity Agreement shall remain confidential to the extent permitted by law and in particular NMSA 1978, Sec.15-7-9, the terms of which are incorporated herein.

Releasors further declare and represent that no promise or agreement not herein expressed has been made to me and that this Complete Release and Indemnity Agreement contains the entire agreement between the parties hereto, and that the terms of this Complete Release and Indemnity Agreement are contractual and not a mere recital.

The Terms of this Complete Release and Indemnity Agreement are to be construed according to the laws of the State of New Mexico.

Releasors further state that they are over the age of eighteen (18) years; that they have carefully read the foregoing Complete Release and Indemnity Agreement and know the contents thereof, and sign it as their own free act and deed after conferring with their attorneys Luke Ragsdale, Esq. and James Holmes, Esq.

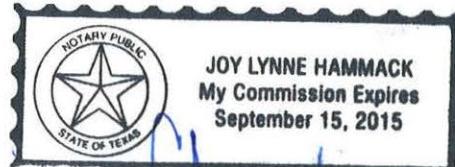
IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of July, 2014.

*Timothy Chambers*  
Timothy Chambers

STATE OF TEXAS )  
                    )  
COUNTY OF Angeline     ) ss.  
                    )

The foregoing Complete Release and Indemnity Agreement was acknowledged, subscribed  
and sworn to before me, and the said Timothy Chambers has acknowledged that he has executed the  
foregoing of his own free act and deed on this 21 day of July, 2014.

*Joy Hammack*  
Notary Public



My Commission Expires: Sept 15, 2015

*Patricia Chambers*  
Patricia Chambers

STATE OF TEXAS       )  
                    )  
COUNTY OF Angeline     ) ss.  
                    )

The foregoing Complete Release and Indemnity Agreement was acknowledged, subscribed  
and sworn to before me, and the said Patricia Chambers has acknowledged that she has executed the  
foregoing of his own free act and deed on this 21 day of July, 2014.

*Joy Hammack*  
Notary Public

My Commission Expires: Sept 15, 2015



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Patrick Chambers

STATE OF TEXAS )  
                    )  
                    ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Complete Release and Indemnity Agreement was acknowledged, subscribed and sworn to before me, and the said Patrick Chambers has acknowledged that he has executed the foregoing of his own free act and deed on this \_\_\_\_ day of July, 2014.

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Notary Public

My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_  
Kyle Chambers

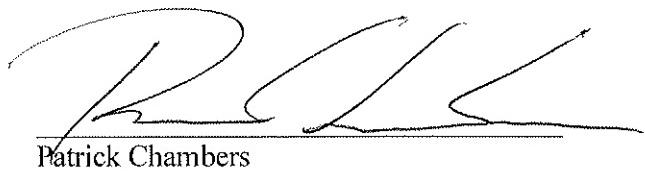
STATE OF TEXAS         )  
                    )  
COUNTY OF Angelina     )

The foregoing Complete Release and Indemnity Agreement was acknowledged, subscribed and sworn to before me, and the said Kyle Chambers has acknowledged that he has executed the foregoing of his own free act and deed on this 21 day of July, 2014.

  
\_\_\_\_\_  
Joy Lynne Hammack  
Notary Public

My Commission Expires: Sept 15, 2015

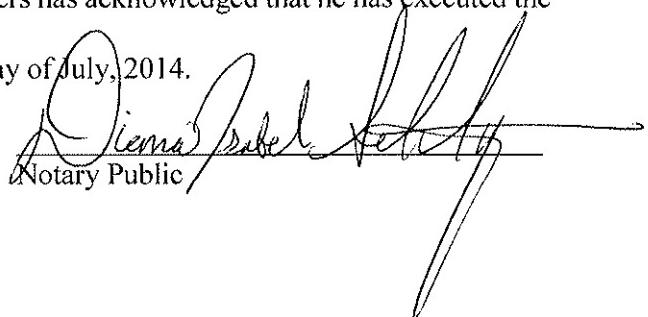
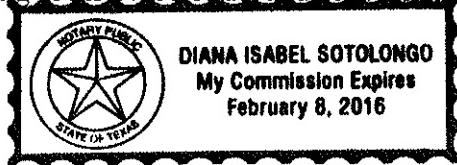




Patrick Chambers

STATE OF TEXAS )  
                    ) ss.  
COUNTY OF BRAZOS )

The foregoing Complete Release and Indemnity Agreement was acknowledged, subscribed and sworn to before me, and the said Patrick Chambers has acknowledged that he has executed the foregoing of his own free act and deed on this 22<sup>nd</sup> day of July, 2014.



Diana Isabel Sotolongo  
Notary Public

My Commission Expires: FEB. 8, 2016

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Kyle Chambers

STATE OF TEXAS )  
                    ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Complete Release and Indemnity Agreement was acknowledged, subscribed and sworn to before me, and the said Kyle Chambers has acknowledged that he has executed the foregoing of his own free act and deed on this \_\_\_ day of July, 2014.

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Notary Public

My Commission Expires: \_\_\_\_\_